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**IN THE UNITED STATES DISTRICT COURT**

**FOR THE DISTRICT OF NEVADA**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff

vs.

MATTHEW WADE BEASLEY; et al.,

Defendants

THE JUDD IRREVOCABLE TRUST; et al.,

Relief Defendants

CDS  
JCM-EJY  
CASE NO. 2:22-cv-00612-JCM-EJY

**STIPULATION AND ORDER  
AUTHORIZING THE SALE OF  
REAL PROPERTIES LOCATED AT  
2394 E. LA SAL PEAK DRIVE AND  
2364 E. LA SAL PEAK DRIVE,  
HEBER, UTAH, WITH PROCEEDS  
FROM SALE TO BE TRANSFERRED  
FROM ESCROW DIRECTLY TO  
THE RECEIVER**

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The following Stipulation and [Proposed] Order (the “Stipulation”) regarding the sale of the real property located at 2364 E. La Sal Peak Drive, Heber, Utah 84032, and bearing the legal description appended hereto as **Exhibit A** (the “Heber Land”), and 2394 E. La Sal Peak Drive, Heber, Utah 84032, and bearing the legal description appended hereto as **Exhibit B** (the “Heber House”) with proceeds from the sale to be transferred from escrow directly to Geoff Winkler (the “Receiver”), the Court-appointed receiver in the above-entitled action, is made by and between the Receiver, in his capacity as receiver in the above-entitled action (“Seller”) and the plaintiff Securities and Exchange Commission (the “Commission”), on the one hand, and Defendant Shane M. Jager (“Jager”), on the other hand, by and through their respective representatives, and with respect to the following facts:

1. The Receiver was appointed on June 3, 2022 pursuant to this Court’s Order Appointing Receiver [ECF No. 88] which was amended on July 28, 2022 [ECF 207] (collectively the “Appointment Order”);

2. Among other things, the Appointment Order required the turnover of certain personal and real property to the Receiver, including the Heber House and Heber Land;

3. The proposed buyer for the Heber Land and Heber House (sometimes collectively, the “Heber Properties”), is Tige Investments, LLC (“Buyer”). Buyer has agreed to purchase the Heber Land for the sum of \$700,000 in accordance with that certain Real Estate Purchase Contract dated November 2, 2022, as amended by Addendums 1-5 (the “Land RSA”) with title to the Heber Land being transferred to On Par, LLC, a Utah limited liability company. Per the Land RSA, the Buyer has deposited \$100,000 in a brokerage real estate trust account with Utah Executive Real Estate LC (the “Land Deposit”);

4. Buyer has agreed to purchase the Heber House for the sum of \$5,225,000 in accordance with that certain Real Estate Purchase Contract dated November 2, 2022, as amended by Addendums 1-7 (the “House RSA”) with title to the Heber House being transferred to Road Less Taken, LLC, a Utah limited liability company. Per the terms of the House RSA, Buyer has deposited \$500,000 in a brokerage real estate trust account with Utah Executive Real Estate LC (the “House Deposit”;

1           5.       The Buyer, Seller, Receiver, and Jager have agreed that the Land Deposit, the House  
2 Deposit, and all proceeds of the foregoing sales shall be transmitted to the Receiver, via wire transfer,  
3 immediately upon the closing of the sales. It is anticipated that the sales will close within thirty (30)  
4 days of the Court's approval of this Stipulation. The Receiver, Seller, and Jager understand that  
5 Buyer's offer represents fair market value for the Heber Properties;

6           6.       The Receiver is seeking to close the sale via this Stipulation in lieu of a receiver's  
7 auction process because recent changes and uncertainties in the real estate marketplace jeopardize the  
8 sale of the Heber Properties, and the recovery of the maximum sale proceeds for the benefit of the  
9 receivership estate in the immediate term. In most cases, transfers of title from the defendants in the  
10 above-entitled action to the Receiver would be necessary in order for the Receiver to conduct the  
11 auctions contemplated by 28 U.S.C. § 2001, and the sales procedures already approved by this Court  
12 (which include sale pursuant to stipulation, in certain circumstances). However, delays in connection  
13 with the closing of the sale that result from the auction process, and the time required by the title  
14 company to underwrite title policies, have created untenable delays that could result in the Buyer  
15 walking away from the sale;

16           7.       The Receiver and his real estate broker believe that delays in the closing beyond the  
17 timing contemplated by the Land RSA and the House RSA will jeopardize the sale. As noted above,  
18 the market is deteriorating as a result of, among other things, the extraordinary rise in mortgage rates  
19 over the past six months. It is possible that if this sale does not close, the Heber Properties may  
20 remain on the market through the winter;

21           8.       Jager has agreed that, after payment of closing costs and brokers' commissions, as  
22 reflected in the Land RSA and the House RSA, the Land Deposit, the House Deposit, and all sale  
23 proceeds from the sale of the Heber Properties shall be wired directly to the Receiver. It is estimated  
24 that the net proceeds of the sale, which will be wired to the Receiver, will be approximately  
25 \$5,545,988;

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1           9.       Based upon the time that the Heber Properties have been on the market, the terms of  
2 the Buyer's offer, and anticipated market conditions for homes in this price range, the Receiver, Jager,  
3 and the Commission have agreed to the immediate sale of the Heber Properties to the Buyer, on the  
4 terms set forth in the Land RSA and House RSA; and

5           10.      Accordingly, in light of the unique facts and circumstances surrounding the proposed  
6 sale of the Heber Properties including but not limited to the limited market for an "as is" sale of real  
7 property, the all-cash terms of the sale, as well as the Receiver's concerns that failing to immediately  
8 move forward with this sale may lead to the receipt of significantly less recovery for the receivership  
9 estate, the undersigned parties believe this Stipulation is necessary, and in the best interest of all  
10 parties and the receivership estate. Therefore, the undersigned agree that it is appropriate to waive  
11 any requirements imposed by 28 U.S.C. § 2001, *et. seq.* to the extent they are applicable to the offer,  
12 the Land RSA and the House RSA, and the proposed sale.

13           **ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED** by and between the  
14 undersigned counsel that:

15           A.       Seller may sell the Heber Properties pursuant to the offers reflected in the Land RSA  
16 and the House RSA;

17           B.       The deposits received relating to the Land RSA and the House RSA shall be wired  
18 directly to the Receiver; and

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C. Following the Court's approval of this Stipulation, on the Closing Date reflected in the Land RSA and the House RSA, the net proceeds of the sales shall be wired directly from escrow to the Receiver.

**IT IS SO STIPULATED.**

DATED this 11th day of January 2023.  
SECURITIES & EXCHANGE  
COMMISSION

DATED this 11th day of January 2023.  
GREENBERG TRAURIG, LLP

By: /s/ Casey R. Fronk  
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By: /s/ Kara B. Hendricks  
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for  
J&J Consulting Services, Inc., J&J  
Consulting Services, Inc., J and J  
Purchasing LLC, The Judd Irrevocable  
Trust, and BJ Holdings LLC*

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1 IT IS SO STIPULATED.

2 DATED this 10th day of January 2023.

3  
4 By: 

5 SHANE JAGER  
6 Defendant

7 DATED this 10th day of January 2023.

8 PALAZZO LAW FIRM

9  
10 By: 

11 T. Louis Palazzo, Bar No. 4128  
12 520 S. Fourth Street  
13 Las Vegas, NV 89101  
14 Counsel for Defendant Shane Jager

15 IT IS HEREBY ORDERED that:

- 16 1. Seller may sell the Heber Properties pursuant to the offers reflected in the Land RSA  
17 and the House RSA;
- 18 2. The deposits received relating to the Land RSA and the House RSA shall be wired  
19 directly to the Receiver; and
- 20 3. On the Closing Date reflected in the Land RSA and the House RSA, the net proceeds  
21 of the sales shall be wired directly from escrow to the Receiver.

22  
23   
24 JUDGE, UNITED STATES DISTRICT COURT

25 DATED: January 11, 2023  
26  
27  
28

**CERTIFICATE OF SERVICE**

I hereby certify that on **January 11, 2023**, I caused the foregoing document to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the CM/ECF participants registered to receive such service.

/s/ Evelyn Escobar-Gaddi

An employee of GREENBERG TRAURIG, LLP

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INDEX OF EXHIBITS	
Exhibit A	Legal Description (Land)
Exhibit B	Legal Description (House)

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# EXHIBIT A

# EXHIBIT A

Legal Description (Land)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

File No.: 1839412

Lot 501, RED LEDGES PHASE 2K, according to the Official Plat thereof as recorded in the Office of the Wasatch County Recorder, State of Utah.

Tax ID No. [ORX-2K501-0-028-035 / 00-0021-1105](#) (shown for informational purposes only)

# EXHIBIT B

# EXHIBIT B

Legal Description (House)

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

File No.: 1839964

Lot 500, RED LEDGES PHASE 2K, according to the Official Plat thereof as recorded in the Office of the Wasatch County Recorder, State of Utah.

Tax ID No. [ORX-2K5000-028-035 / 00-0021-1104](#) (shown for informational purposes only)